

JUDGE SWEET

08 CV 01832

Martin F. Casey, (MFC-1415)
CASEY & BARNETT, LLC
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Attorneys For Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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FIREMAN'S FUND INSURANCE COMPANY as
subrogee of UNITED NATIONS MISSION IN LIBERIA

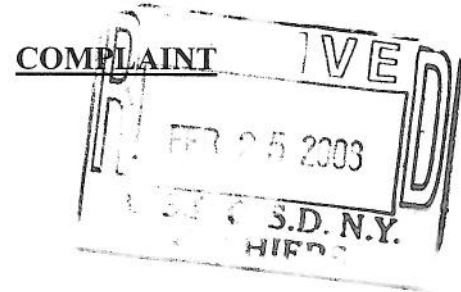
Plaintiff,

- against -

BRUSSELS AIRLINE

Defendant.
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08 Civ.



Plaintiff, FIREMAN'S FUND INSURANCE COMPANY, by its attorneys, Casey & Barnett, LLC, for its complaint alleges upon information and belief as follows:

1. This action arises out of the Warsaw Convention, a Treaty to which the United States is a signatory. The Court has jurisdiction pursuant to 28 USC § 1331.

2. Plaintiff, Fireman's Fund Insurance Company, is the insurer of a certain consignment of Communications Equipment owned by the United Nations Mission in Liberia, which was the consignee of said consignment of Communications Equipment, as more fully described below.

3. Defendant, Brussels Airlines, is a foreign corporation with an office and place of business located at Ringbaan Luchthaven gebouw 26, Diegem 1831, Belgium and at all relevant times was and is doing business within the jurisdiction of this Honorable Court. Brussels Airlines is the successor of SN Brussels Airlines.

4. This is a claim for shortage to a consignment consisting of skids – 68 cartons – communications equipment, with a weight of 252 kg, which were delivered to the SN Brussels Airlines in good order and condition to be carried from JFK Airport, New York, New York to Monrovia, Liberia pursuant to SN Brussels Airline air waybill number 082-1127-3861 dated February 24, 2006.

5. The cargo was delivered to SN Brussels Airlines in good order and condition on or about February 24, 2006 and was due to be delivered to the consignee in Monrovia, Liberia on or about March 1, 2006.

6. When the cargo arrived in Monrovia, it was noted having suffered a shortage of 49 cartons on 1 skid that were missing.

7. The damage was caused solely by the negligence and carelessness of the defendant, its employees, contractors, agents and servants, without any negligence on the part of plaintiff.

8. In accordance with the provisions of the Warsaw Convention, written notice of the loss was provided to SN Brussels Airlines within the time set forth in the Convention.

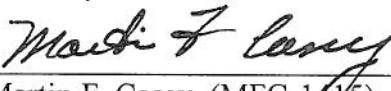
9. Plaintiff sues on its own behalf and as agent and trustee on behalf of any other persons or parties who may now have or hereinafter acquire an interest in this action.

10. By reason of the foregoing, plaintiff has been damaged in the amount of \$79,339.14 as nearly as presently can be estimated; no part of which has been paid, although duly demanded.

WHEREFORE, plaintiff respectfully demands judgment in the amount of \$79,339.14, together with interest, costs, and disbursements, and such other and further relief as to the Court appears just and proper.

Dated: New York, New York
February 25, 2008
299-421

CASEY & BARNETT, LLC
Attorneys for Plaintiff

By: 

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